

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B5400091

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### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

**VENDOR ID:** 1020706589  
LIFELINE MEDICAL SERVICES  
608 WASHINGTON BLVD #205

LAUREL, MD 20707  
(301 ) 483-9000

### REFER QUESTIONS TO:

IRIS LESTER  
(410 ) 767-4612  
IRIS.LESTER@MARYLAND.GOV

<b>ITB:</b>	<b>EXPR DATE:</b> 11/18/15 <b>POST DATE:</b> 11/12/14	<b>DISCOUNT TERMS:</b> . NET 30 DAY <b>CONTRACT AMOUNT:</b> .00
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### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

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AGENCY CONTRACT FOR MEDICAL SUPPLIES  
FOR  
DEER'S HEAD HOSPITAL CENTER

\*\*\*\*\*

VENDOR: LIFELINE MEDICAL SERVICES, INC.

VENDOR CONTACT: EZE NWOJI (301) 483-9000  
EZE@LIFELINEMEDS.COM

AGENCY CONTACT: BETH PURDUE (410) 543-4155  
BETH.PERDUE@MARYLAND.GOV

THIS IS THE FINAL RENEWAL OPTION FOR ONE (1) YEAR, UNDER THE SAME PRICING, TERMS AND CONDITIONS AS THE ORIGINAL CONTRACT AND SUPERCEDES 001B4400074.

CONTRACT PERIOD: THIS CONTRACT IS FOR ONE YEAR, FROM NOVEMBER 19, 2014 THROUGH NOVEMBER 18, 2015.

RENEWAL OPTIONS ARE AT THE DISCRETION OF THE STATE; THE CONTRACTOR WILL NOT BE RELIEVED OF THE COMMITMENT TO RENEW THE CONTRACT. PRICES

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### **TERMS (cont'd):**

SUBMITTED AT THE TIME OF THE BID MUST REFLECT THE POTENTIAL INCREASES THROUGH THE TERM AND THE OUT YEARS OF THE CONTRACT.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES.

THIS IS A FIXED UNIT PRICE CONTRACT WITH ADJUSTMENT. PRICE ADJUSTMENTS WILL BE ALLOWED PER THE TERMS BELOW UNDER "PRICE ESCALATION/DE-ESCALATION." IN THE EVENT OF ANY SUCH DECREASE IN PRICE DUE TO MARKET CHANGE OR OTHER CONDITIONS, THE STATE OF MARYLAND SHALL BE NOTIFIED PROMPTLY AND RECEIVE SUCH DECREASE.

#### **DELIVERY:**

DELIVERY IS TO BE MADE WITHIN TEN (10) BUSINESS DAYS AFTER NOTIFICATION BY THE USING AGENCY.

ORDERS AS REQUIRED WILL BE PLACED DIRECT TO SUPPLIER BY THE USING AUTHORITIES, INDICATING DELIVERY AND BILLING INSTRUCTIONS.

ALL PRODUCTS DELIVERED MUST HAVE A MINIMUM ONE (1) YEAR SHELF LIFE FROM DATE OF RECEIPT BY THE USING AGENCY.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0001	47562-590600	CS	20.0200
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MASK, ISOLATION  
MASK, ISOLATION WITH EAR LOOPS, FLUID RESISTANT POLYPROPYLENET OUTER  
FACING. MUST BE LATEX FREE. TO BE PACKAGED 50 PER BOX, 6 BOXES PER  
CASE.  
MEDLINE #NON27120

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0002	47562-27SMS2	CS	63.7800
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GOWN: ISOLATION, DISPOSABLE, YELLOW, SMALL, 100/CS

GOWN, ISOLATION, DISPOSABLE, FLUID-RESISTANT, 4 PLY SMS, IMPERVIOUS,  
FLEXIBLE, BREATHABLE, MEDIUM WEIGHT, WITH WAIST & NECK TIES.  
COLOR - YELLOW. TO BE PACKAGED 100 PER CASE.  
MEDLINE #NON27SMS2

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0003	47562-911500	CS	31.3800
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ISOLATION MASK: W/FULL BAND, 50/BX

ISOLATION MASK WITH FULL BAND, CONE STYLE W/ROUNDED EDGES & NOSEPIECE.  
MUST BE LATEX FREE. TO BE PACKAGED 50 PER BOX, 6 BOXES PER CASE.  
MEDLINE #NON27381

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0004	47562-MEDBLU	CS	63.7900
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GOWN: ISOLATION, DISPOSABLE, BLUE, MEDIUM, 100/CS

GOWN, ISOLATION, DISPOSABLE, MUST BE FLUID-RESISTANT, POLYPROPYLENE  
OUTER-FACING, BREATHABLE, MEDIUM WEIGHT, WITH WAIST & NECK TIES.  
COLOR - BLUE. TO BE PACKAGED 100 PER CASE.  
MEDLINE #NON27SMS3

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0005	47509-189200	CS	67.9000
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BANDAGE: KERLIX, 4 1/2" NON-STERILE, 100/CS KENDALL #1892

MEDLINE #NON25855

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0006	47570-100100	CS	43.1800
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CUP:MEDICINE, 1 OZ. GRADUATED, CLEAR PLASTIC, 100/PK, 50PK/CS

MEDLINE #DYN80000

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0007	47519-500015	CS	49.6000
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NASAL OXYGEN CANNULA  
NASAL OXYGEN CANNULA  
WESTMED #0567

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0008	47587-001008	CS	49.3200
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NEBULIZER KIT MEDICATION TYPE W/T AEROSOL ADTR, MOUTHPIECE& 7' TUBING 50/CS

MEDLINE #HCS4483

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END OF ITEM LIST

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### ADDITIONAL TERMS AND CONDITIONS:

QUOTED PRICES ARE TO BE NET 30 DAYS F.O.B. STATE USING AUTHORITIES AND INCLUDE ALL FREIGHT/SHIPPING, HANDLING AND ADMINISTRATION CHARGES. ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES.

QUANTITIES REPRESENTED ARE ESTIMATED TWELVE (12) MONTH USAGE AND ARE NOT WARRANTED OR GUARANTEED BY THE STATE OF MARYLAND. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE(S). THE CONTRACTOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION.

ANY ITEM LISTED HEREIN THAT IS NOT DELIVERED IN A TIMELY MANNER OR DOES NOT CONFORM TO THE REQUIREMENTS OF THE CONTRACT, MAY BE PURCHASED ON THE OPEN MARKET BY THE USING AGENCY. THE CONTRACTED VENDOR WILL BE CHARGED FOR ANY PRODUCT COST INCURRED BY THE STATE THAT IS IN EXCESS OF THE CONTRACTED PRICE.

CORPORATE "P" PURCHASING CARDS MAY BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$5,000 OR LESS.

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### **TERMS (cont'd):**

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY SIX (6) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. REPORT SHALL BE EMAILED TO THE FOLLOWING TWO (2) ADDRESSES :

MARGARET.HAJIANTONI@DGS.STATE.MD.US  
HOWARD.MCLAIN@DGS.STATE.MD.US

### **PRICE ESCALATION/DE-ESCALATION:**

1. AT THE TIME OF EACH RENEWAL, THE CONTRACTOR MAY REQUEST AN INCREASE OF THE PRICES THEN PREVAILING. THE REQUEST FOR A PRICE INCREASE MUST BE SUBMITTED WITHIN TWO (2) WEEKS OF THE NOTICE FROM THE DGS PROCUREMENT OFFICER OF THE STATE'S INTENT TO EXERCISE THE RENEWAL OPTION.

2. A REQUEST FOR PRICE INCREASES SHALL REFLECT THE COMMODITY MARKET INCREASE ONLY, AND MAY BE APPROVED BASED UPON VERIFIABLE EVIDENCE THAT THE SUPPLIER COST HAS INCREASED. THIS WILL BE ACCOMPLISHED BY SUBMITTING, TO THE PROCUREMENT OFFICER OR HER DESIGNATED REPRESENTATIVE FOR COMPARISON, DATED CURRENT INVOICES FROM THE BIDDER'S SUPPLIER REFLECTING THE INCREASE IN SUPPLIER COST THAT SUPPORTS THE REQUESTED INCREASE IN CONTRACT PRICE, AND ALL OTHER DOCUMENTATION AVAILABLE TO SUPPORT THE INCREASE. ANY INCREASE GRANTED WILL NOT EXCEED THE MARGIN BETWEEN THE SUPPLIER COST AND CONTRACT PRICE ESTABLISHED ON THE BID OPENING DATE. THE DIFFERENCE BETWEEN THE SUCCESSFUL VENDOR'S ACTUAL COST AND THE PRICES BID SHALL REMAIN CONSTANT DURING THE CONTRACT PERIOD.

3. ONCE A PRICE INCREASE HAS BEEN APPROVED, NO FURTHER INCREASES SHALL BE CONSIDERED. PRICE DECREASES SHALL ALSO BE PASSED ON TO THE STATE AND DO NOT REQUIRE VERIFICATION. DECREASES BECOME EFFECTIVE IMMEDIATELY UPON NOTIFICATION. THE STATE RESERVES THE RIGHT NOT TO ALLOW A PRICE INCREASE, IN WHICH CASE THE ITEM FOR WHICH AN INCREASE WAS DENIED WILL BE DELETED FROM THE CONTRACT IF REQUESTED BY THE VENDOR.

4. THE INCREASED CONTRACT PRICE SHALL NOT APPLY TO ORDERS RECEIVED BY THE CONTRACTOR PRIOR TO THE EFFECTIVE DATE OF THE APPROVED INCREASED CONTRACT UNIT PRICE. ORDERS PLACED VIA PURCHASE ORDER, SHALL BE

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### TERMS (cont'd):

CONSIDERED TO HAVE BEEN RECEIVED BY THE CONTRACTOR AFTER THE FIFTH (5TH) CALENDAR DAY FOLLOWING THE DATE OF ISSUANCE. THE PROCUREMENT OFFICER MAY CANCEL, WITHOUT LIABILITY TO EITHER PARTY, ANY PORTION OF THE CONTRACT AFFECTED BY THE REQUESTED INCREASE AND ANY MATERIALS, SUPPLIES OR SERVICES UNDELIVERED AT THE TIME OF SUCH CANCELLATION.

5. THE NET CHANGE, DEFINED AS THE TOTAL CHANGE OF ESCALATION OF THE PRODUCT COST WILL BE THE AMOUNT OF THE INCREASE GRANTED. THE MARKUP SHALL BE RECOGNIZED AS A FLAT RATE COST THAT SHALL REMAIN FIRM FOR THE DURATION OF THE CONTRACT. NO OTHER METHODS WILL BE ACCEPTABLE.

THE STATE RESERVES THE RIGHT TO SPOT CHECK THE SUCCESSFUL BIDDER'S COST OF ANY AWARDED PRODUCT AT ANY TIME DURING NORMAL BUSINESS HOURS.

THE MARYLAND DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" INCORPORATED HEREIN BY REFERENCE.

DURATIONS: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE.

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AUTHORIZED BY:



BUYER AUTHORIZED DESIGNEE

DATE:

11/12/14